

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400266

PRINT DATE: 01/10/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1410948415
FASTENAL COMPANY
1008 RUSSELL ST REAR BLDG

BALTIMORE, MD 21230
(410) 244-1954

REFER QUESTIONS TO:

WALTER JOHNSON
(410) 767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB: 001IT818582

EXPR DATE: 10/31/13
POST DATE: 10/28/11

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (410) 636-1305

AGENCY CONTRACT
FOR

SHACKLE & BUOY CHAIN

SCOPE: THE AGENCY CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS ARE FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED.

CONTRACT PERIOD: DATE OF AWARD THRU OCTOBER 31, 2013 (2 YEARS) WITH A ONE YEAR RENEWAL OPTION.

ORDERING PROCEDURE: ORDERS WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS. USING AGENCY SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT ON AN "AS-REQUIRED" BASIS. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMIT FOR PURCHASES NOT EXCEEDING \$5,000.00.

PRICE ESCALATION CLAUSE: VENDOR MAY REQUEST A PRICE ADJUSTMENT ANNUALLY ON THE ANNIVERSARY OF THE AWARD DATE.

SPECIAL NOTE: THE STATE OF MARYLAND RESERVES THE RIGHT TO ADD OR REMOVE PRODUCTS FROM THE CONTRACT AT ANYTIME TO REFLECT NEW, OR MORE BENEFICIAL PRODUCTS, ADDRESS REGULATORY RESTRICTIONS OR ENVIRONMENTAL

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TERMS (cont'd):

CONCERNS AND/OR IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE.

DELIVERY: ALL ORDERS WILL BE MADE F.O.B. DESTINATION TO THE DNR FACILITIES LISTED WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF ORDER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES. VENDOR MUST NOTIFY THE AGENCY AT LEAST 2 WORKING DAYS BEFORE THE EXPECTED ARRIVAL OF ANY SHIPMENT TO PERMIT PERSONNEL AND EQUIPMENT TO BE AVAILABLE FOR UNLOADING. ALL DELIVERIES MAY BE SUBJECT TO INSPECTION BEFORE ACCEPTANCE AND RECEIVED PRIOR TO SUBMITTAL OF PAYMENT.

TAXES: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K, IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

USAGE REPORT: UNDER THE TERMS OF THE CONTRACT EVERY SIX (6) MONTHS BEGINNING WITH THE "START DATE" A USAGE REPORT SHOULD BE SUBMITTED TO USING AGENCY AND DGS. THE REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY AGENCY AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT.

QUALITY: THIS CONTRACT WILL BE SUBJECT TO CANCELLATION UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

OPEN MARKET CLAUSE: THE USING AGENCY RESERVES THE RIGHT TO PURCHASE ON THE OPEN MARKET WITHOUT FILING OF A REQUISITION OR COST ESTIMATE, ITEM SPECIFIED ON THIS CONTRAC FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORSEEN CAUSES (INCLUDING BUT NOT LIMITED TO TRANSPORTATION OR AN UNANTICIPATED INCREASE IN VOLUME OF WORK).

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS FOR A MINIMUM ONE YEAR. THE SELLER WILL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND

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TERMS (cont'd):

CONDITIONS FOR THIS CONTRACT FOR DURATION UNLESS OTHERWISE CANCELLED BY THE AGENCY AND THE DEPARTMENT OF GENERAL SERVICES.

BASIS OF AWARD: WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER ON A LOT AWARD BASIS ALL ITEMS INCLUSIVE.

AUTHORIZED DELIVERY LOCATION:

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MATAPEAKE TERMINAL
303 MARINE ACADMEY DRIVE
STEVENSVILLE, MD 21666
(410) 643-6521
(410) 643-2341 (FAX)

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	45019-530045	DR	660.0000

SHACKLES ARE TO MEET OR EXCEED FEDERAL SPECIFICATION REC-271D AMENDMENT 1, TYPE IVA GRADE A, CLASS 2 AND SHACKLES ARE TO BE MANUFACTURED IN THE U.S.

STATE MAKE & MODEL: MIDLAND M648G SCREW PIN SUPER STRONG ANCHOR SHACKLE

0002	45021-000000	BU	489.5000
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CHAIN IS TO CONFORM TO FEDERAL SPECIFICATIONS RR-C271D AND ASTM-A153. IT IS TO BE EMBOSSSED WITH THE FIGURE "G30" ON EACH LINK. PROOF TEST CERTIFICATE(S) ARE TO BE FURNISHED AND CHAIN SHOULD BE SUPPLIED IN BARRELS.

STATE MAKE/MODEL: FASTENAL MODEL 5/16"FNL.CHN.G30.HDG ATSM80

END OF ITEM LIST

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TERMS (cont'd):

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING, CUSHIONING, AND PROTECTION DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE VENDOR FEIN: 41-0948415

STATE VENDOR PHONE NUMBER: (410) 636-1305

STATE VENDOR CONTACT PERSON: KELLEN LABELLE

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE